

FILED IN THE U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

OCT 24 2023

SEAN F. MCAVOY, CLERK
DEPUTY
YAKIMA, WASHINGTON

1 Vanessa R. Waldref
2 United States Attorney
3 Eastern District of Washington
4 Christopher J. Bridger
5 Assistant United States Attorney
6 402 E. Yakima Ave., Suite 210
7 Yakima, WA 98901
8 Telephone: (509) 454-4425

9 UNITED STATES DISTRICT COURT
10 FOR THE EASTERN DISTRICT OF WASHINGTON

11 UNITED STATES OF AMERICA,

Case No.: 1:22-CR-2109-SAB-2

12 Plaintiff,

Plea Agreement

13 v.

14 CHRISTOPHER VAUGHN SCHLAX,

15 Defendants.

16 Plaintiff United States of America, by and through Vanessa R. Waldref,
17 United States Attorney the Eastern District of Washington, and Christopher J.
18 Bridger, Assistant United States Attorney for the Eastern District of Washington,
19 and Defendant, Christopher Vaughn Schlax ("Defendant"), both individually and
20 by and through Defendant's counsel, Assistant Federal Defender Nick Mirr, agree
21 to the following Plea Agreement.

22 1. Guilty Plea and Maximum Statutory Penalties

23 Defendant agrees to enter a plea of guilty to all charges, Counts 1-3 of the
24 Indictment filed on November 9, 2022, which charges Defendant with three counts
25 of Damage by Fire to Building or Personal Property Used in Interstate and Foreign
26 Commerce, in violation of 18 U.S.C. § 844(i), a Class C felony.

27 As to each Count, Defendant understands that the following potential
28 penalties apply:

PLEA AGREEMENT - 1

- a. a term of imprisonment of not less than 5 years and up to 20 years;
- b. a term of supervised release of not more than 3 years;
- c. a fine of up to \$250,000;
- d. restitution; and
- e. a \$100 special penalty assessment.

2. Supervised Release

Defendant understands that if Defendant violates any condition of Defendant's supervised release, the Court may revoke Defendant's term of supervised release, and require Defendant to serve in prison all or part of the term of supervised release authorized by statute for the offense that resulted in such term of supervised release without credit for time previously served on postrelease supervision, up to the following terms:

- a. 5 years in prison if the offense that resulted in the term of Supervised Release is a class A felony,
- b. 3 years in prison if the offense that resulted in the term of Supervised Release is a class B felony, and/or
- c. 2 years in prison if the offense that resulted in the term of Supervised Release is a class C felony.

Accordingly, Defendant understands that if Defendant commits one or more violations of supervised release, Defendant could serve a total term of incarceration greater than the maximum sentence authorized by statute for Defendant's offense or offenses of conviction.

3. The Court is Not a Party to this Plea Agreement

The Court is not a party to this Plea Agreement and may accept or reject it. Defendant acknowledges that no promises of any type have been made to Defendant with respect to the sentence the Court will impose in this matter.

Defendant understands the following:

- a. sentencing is a matter solely within the discretion of the Court;
- b. the Court is under no obligation to accept any recommendations made by the United States or Defendant;
- c. the Court will obtain an independent report and sentencing recommendation from the United States Probation Office;
- d. the Court may exercise its discretion to impose any sentence it deems appropriate, up to the statutory maximum penalties;
- e. the Court is required to consider the applicable range set forth in the United States Sentencing Guidelines, but may depart upward or downward under certain circumstances; and
- f. the Court may reject recommendations made by the United States or Defendant, and that will not be a basis for Defendant to withdraw from this Plea Agreement or Defendant's guilty plea.

4. Potential Immigration Consequences of Guilty Plea

If Defendant is not a citizen of the United States, Defendant understands the following:

- a. pleading guilty in this case may have immigration consequences;
- b. a broad range of federal crimes may result in Defendant's removal from the United States, including the offense to which Defendant is pleading guilty;
- c. removal from the United States and other immigration consequences are the subject of separate proceedings; and
- d. no one, including Defendant's attorney or the Court, can predict with absolute certainty the effect of a federal conviction on Defendant's immigration status.

1 Defendant affirms that Defendant is knowingly, intelligently, and voluntarily
2 pleading guilty as set forth in this Plea Agreement, regardless of any immigration
3 consequences that Defendant's guilty plea may entail.

4 5. Waiver of Constitutional Rights

5 Defendant understands that by entering this guilty plea, Defendant is
6 knowingly and voluntarily waiving certain constitutional rights, including the
7 following:

- 8 a. the right to a jury trial;
- 9 b. the right to see, hear and question the witnesses;
- 10 c. the right to remain silent at trial;
- 11 d. the right to testify at trial; and
- 12 e. the right to compel witnesses to testify.

13 While Defendant is waiving certain constitutional rights, Defendant
14 understands that Defendant retains the right to be assisted by an attorney through
15 the sentencing proceedings in this case and any direct appeal of Defendant's
16 conviction and sentence, and that an attorney will be appointed at no cost if
17 Defendant cannot afford to hire an attorney.

18 Defendant understands and agrees that any defense motions currently
19 pending before the Court are mooted by this Plea Agreement, and Defendant
20 expressly waives Defendant's right to bring any additional pretrial motions.

21 6. Elements of the Offense

22 The United States and Defendant agree that in order to convict Defendant of
23 Damage by Fire to Building or Personal Property Used in Interstate and Foreign
24 Commerce, in violation of 18 U.S.C. § 844(i), the United States would have to
25 prove the following beyond a reasonable doubt.

26 Count 1

- 27 a. *First*, on or about June 27, 2022, in the Eastern District of
28 Washington, the Defendants, Gregorio Cantu and Christopher

1 Vaughn Schlax, maliciously damaged, the personal property of
2 Lineage Logistics located at 62 Old Inland Empire Way,
3 Grandview, Washington;

4 b. *Second*, the property was maliciously damaged by means of
5 fire; and

6 c. *Third*, at the time of the fire, the personal property was used in
7 interstate and foreign commerce, and in an activity affecting
8 interstate and foreign commerce.

9 Count 2

10 a. *First*, on or about July 4, 2022, in the Eastern District of
11 Washington, the Defendants, Gregorio Cantu and Christopher
12 Vaughn Schlax, maliciously damaged, the personal property of
13 River Valley Fruit located at 108 Birch Avenue, Grandview,
14 Washington;

15 b. *Second*, the property was maliciously damaged by means of
16 fire; and

17 c. *Third*, at the time of the fire, the personal property was used in
18 interstate and foreign commerce, and in an activity affecting
19 interstate and foreign commerce.

20 Count 3

21 a. *First*, on or about July 4, 2022, in the Eastern District of
22 Washington, the Defendants, Christopher Vaughn Schlax,
23 maliciously damaged, the building, real property, and personal
24 property of Dollar Tree located at 614 E. Wine Country Road,
25 Grandview, Washington;

26 b. *Second*, the property was maliciously damaged by means of
27 fire; and
28

1 c. *Third*, at the time of the fire, the building, real property, and
2 personal property was used in interstate and foreign commerce,
3 and in an activity affecting interstate and foreign commerce.

4 7. Factual Basis and Statement of Facts

5 The United States and Defendant stipulate and agree to the following: the
6 facts set forth below are accurate; the United States could prove these facts beyond
7 a reasonable doubt at trial; and these facts constitute an adequate factual basis for
8 Defendant's guilty plea.

9 The United States and Defendant agree that this statement of facts does not
10 preclude either party from presenting and arguing, for sentencing purposes,
11 additional facts that are relevant to the Sentencing Guidelines computation or
12 sentencing, unless otherwise prohibited in this Plea Agreement.

13 COUNT 1

14 On June 27, 2022, Defendants Gregorio Cantu and Christopher Schlax drove
15 to the Lineage Logistics warehouse, located at 62 Old Inland Empire, Grandview,
16 Washington, located in the Eastern District of Washington. Gregorio Cantu and
17 Christopher Schlax had been involved in a series of burglaries and a fire was set by
18 Christopher Schlax in order to serve as a distraction from those burglaries. The
19 fire was initiated in a pallet storage area and spread causing serious damage to the
20 property. Gregorio Cantu maintained a lookout and drove the vehicle. The fire
21 was set in order to distract from burglaries committed by the two defendants. The
22 fire used was inherently dangerous to the firefighters called to fight the fire.
23 Defendant Christopher Schlax collaborated with his codefendant in this offense.
24 An origin and cause report was completed by expert forensic fire investigators who
25 determined that the evidence indicated the fire was set by intentional human
26 ignition. The estimate of total damage to property is approximately \$700,000.
27 Lineage Logistics is headquartered in Novi, Michigan and has locations throughout
28 the United States and worldwide.

COUNT 2

On July 4, 2022, Defendants Gregorio Cantu and Christopher Schlax, drove to the vicinity of the fruit bin lot of River Valley Fruit at 108 Birch Avenue, Grandview, Washington, located in the Eastern District of Washington. The River Valley Fruit Fire was set to distract from the burglary of the Dollar Tree. Christopher Schlax lit the fire while Gregorio Cantu maintained lookout in his vehicle. Defendant Christopher Schlax collaborated with his codefendant in this offense. The fire used was inherently dangerous to first responders called to the scene to respond to the fire. The fire caused significant damage to River Valley Fruit's property. The insurance company, Capital Insurance Group, settled for damages to the property at approximately \$1,543,067.60. An origin and cause report was completed by expert forensic fire investigators who determined that the evidence indicated the fire was set by intentional human ignition. River Valley Fruit sends freight, product, and conducts business in interstate commerce.

COUNT 3

On July 4, 2022, Defendant Christopher Schlax and Gregorio Cantu went to burglarize the Dollar Tree at 614 E Wine Country Road, Grandview, Washington, located in the Eastern District of Washington. While using a cutting torch to attempt to cut into the office safe, Defendant Christopher Schlax started a fire. Defendant Christopher Schlax collaborated with his codefendant in this offense. An arson investigation indicated that the fire was set by intentional human ignition. The arson caused significant damage to dollar tree, its property, and the building. Damages were estimated to be approximately \$2,057,000. Dollar Tree conducts business in interstate and foreign commerce.

Defendant Christopher Schlax admits that the allegations in the indictment are true and that the Government could prove each and every element of the offenses alleged in the indictment beyond a reasonable doubt.

8. The United States' Agreements

1 The United States Attorney's Office for the Eastern District of Washington
2 agrees that at the time of sentencing, the United States will recommend a sentence
3 as outlined below. The United States Attorney's Office for the Eastern District of
4 Washington agrees not to bring additional charges against Defendant based on
5 information in its possession at the time of this Plea Agreement that arise from
6 conduct that is either charged in the Indictment or identified in discovery produced
7 in this case, unless Defendant breaches this Plea Agreement before sentencing.

8 9. United States Sentencing Guidelines Calculations

9 Defendant understands and acknowledges that the United States Sentencing
10 Guidelines ("U.S.S.G." or "Guidelines") apply and that the Court will determine
11 Defendant's advisory range at the time of sentencing, pursuant to the Guidelines.
12 The United States and Defendant agree to the following Guidelines calculations.

13 a. Base Offense Level

14 The United States and the Defendant agree that the base offense level for
15 Damage by Fire to Building or Personal Property Used in Interstate and Foreign
16 Commerce is 20. U.S.S.G. § 2K1.4(a)(2).

17 b. Special Offense Characteristics

18 The United States and the Defendant agree that Defendant's base offense
19 level is increased by 2 levels because Defendants committed the offense to conceal
20 another offense. U.S.S.G. § 2K1.4(b)(1).

21 c. Multiple Count Analysis

22 Pursuant to U.S.S.G. § 3D1.4, three units are assigned to each of the three
23 counts of Damage by Fire to Building or Personal Property Used in Interstate and
24 Foreign Commerce, resulting in a 3-level increase to the count with the highest
25 offense level. Accordingly, the United States and Defendant agree that
26 Defendant's combined adjusted offense level of 25.

27 d. Acceptance of Responsibility

28 The United States will recommend that Defendant receive a downward

1 adjustment for acceptance of responsibility, pursuant to U.S.S.G. § 3E1.1(a), (b), if
2 Defendant does the following:

- 3 i. accepts this Plea Agreement;
- 4 ii. enters a guilty plea at the first Court hearing that takes
5 place after the United States offers this Plea Agreement;
- 6 iii. demonstrates recognition and affirmative acceptance of
7 Defendant's personal responsibility for Defendant's
8 criminal conduct;
- 9 iv. provides complete and accurate information during the
10 sentencing process; and
- 11 v. does not commit any obstructive conduct.

12 The United States and Defendant agree that at its option and on written
13 notice to Defendant, the United States may elect not to recommend a reduction for
14 acceptance of responsibility if, prior to the imposition of sentence, Defendant is
15 charged with, or convicted of, any criminal offense, or if Defendant tests positive
16 for any controlled substance.

17 d. No Other Agreements

18 The United States and Defendant have no other agreements regarding the
19 Guidelines or the application of any Guidelines enhancements, departures, or
20 variances. Defendant understands and acknowledges that the United States is free
21 to make any sentencing arguments it sees fit, including arguments arising from
22 Defendant's uncharged conduct, conduct set forth in charges that will be dismissed
23 pursuant to this Agreement, and Defendant's relevant conduct.

24 e. Criminal History

25 The United States and Defendant have no agreement and make no
26 representations about Defendant's criminal history category, which will be
27 determined by the Court after the United States Probation Office prepares and
28 discloses a Presentence Investigative Report.

1 10. Incarceration

2 The United States and Defendant agree to each recommend 5 years
3 confinement.

4 11. Supervised Release

5 The United States and Defendant each agree to recommend 3 years of
6 supervised release. Defendant agrees that the Court's decision regarding the
7 conditions of Defendant's Supervised Release is final and non-appealable; that is,
8 even if Defendant is unhappy with the conditions of Supervised Release ordered by
9 the Court, that will not be a basis for Defendant to withdraw Defendant's guilty
10 plea, withdraw from this Plea Agreement, or appeal Defendant's conviction,
11 sentence, or any term of Supervised Release.

12 The United States and Defendant agree to recommend that in addition to the
13 standard conditions of supervised release imposed in all cases in this District, the
14 Court should also impose the following conditions:

- 15 a. The United States Probation Officer may conduct, upon
16 reasonable suspicion, and with or without notice, a search of
17 Defendant's person, residences, offices, vehicles, belongings,
18 and areas under Defendant's exclusive or joint control.
19 b. Defendant shall participate and complete such drug testing and
20 drug treatment programs as the Probation Officer directs.

21 12. Criminal Fine

22 The United States and Defendant may make any recommendation
23 concerning the imposition of a criminal fine. Defendant acknowledges that the
24 Court's decision regarding a fine is final and non-appealable; that is, even if
25 Defendant is unhappy with a fine ordered by the Court, that will not be a basis for
26 Defendant to withdraw Defendant's guilty plea, withdraw from this Plea
27 Agreement, or appeal Defendant's conviction, sentence, or fine.

28 13. Mandatory Special Penalty Assessment

1 Defendant agrees to pay the \$300 mandatory special penalty assessment to
2 the Clerk of Court for the Eastern District of Washington, pursuant to 18 U.S.C.
3 § 3013.

4 14. Restitution

5 The United States and Defendant agree that restitution is appropriate and
6 mandatory, without regard to Defendant's economic situation, to Lineage
7 Logistics, Capital Insurance Group, and Dollar Tree, who have suffered physical
8 injury or pecuniary loss, pursuant to 18 U.S.C. §§ 3663A, 3664.

9 Pursuant to 18 U.S.C. § 3663(a)(3), Defendant voluntarily agrees to pay
10 restitution for all losses caused by Defendant's individual conduct, in exchange for
11 the United States not bringing additional potential charges, regardless of whether
12 counts associated with such losses will be dismissed as part of this Plea
13 Agreement. With respect to restitution, the United States and Defendant agree to
14 the following:

15 a. Restitution Amount and Interest

16 The United States and Defendant stipulate and agree that, pursuant to 18
17 U.S.C. §§ 3663, 3663A and 3664, the Court should order restitution to Capital
18 Insurance Group in an amount of \$ \$1,543,067.60, which shall be joint and several
19 with Co-Defendant Gregorio Cantu. Further, the parties stipulate and agree that,
20 pursuant to 18 U.S.C. §§ 3663, 3663A, and 3664, the Court should order restitution
21 to Lineage Logistics, or its insurance company or assignees, in an amount to be
22 determined at or before sentencing, but in no event more than \$5,000,000, and to
23 Dollar Tree, or its insurance company or assignees, in an amount to be determined
24 at or before sentencing. The restitution ordered to Lineage Logistics and Dollar
25 Tree shall be joint and several with Co-Defendant Gregorio Cantu. The parties
26 agree that any interest on this restitution amount should be waived.

27 b. Payments

28 The United States and Defendant agree that the Court will set a restitution

1 payment schedule based on Defendant's financial circumstances. 18 U.S.C.
2 § 3664(f)(2), (3)(A). Regardless, Defendant agrees to pay not less than 10% of
3 Defendant's net monthly income towards restitution.

4 c. Treasury Offset Program and Collection

5 Defendant understands the Treasury Offset Program ("TOP") collects
6 delinquent debts owed to federal agencies. If applicable, the TOP may take part or
7 all of Defendant's federal tax refund, federal retirement benefits, or other federal
8 benefits and apply these monies to Defendant's restitution obligations. 26 U.S.C.
9 § 6402(d); 31 U.S.C. § 3720A; 31 U.S.C. § 3716.

10 Defendant understands that the United States may, notwithstanding the
11 Court-imposed payment schedule, pursue other avenues to ensure the restitution
12 obligation is satisfied, including, but not limited to, garnishment of available funds,
13 wages, or assets. 18 U.S.C. §§ 3572, 3613, and 3664(m).

14 Nothing in this acknowledgment shall be construed to limit Defendant's
15 ability to assert any specifically identified exemptions as provided by law, except
16 as set forth in this Plea Agreement.

17 Until Defendant's fine and restitution obligations are paid in full, Defendant
18 agrees fully to disclose all assets in which Defendant has any interest or over
19 which Defendant exercises control, directly or indirectly, including those held by a
20 spouse, nominee or third party.

21 Until Defendant's fine and restitution obligations are paid in full, Defendant
22 agrees to provide waivers, consents, or releases requested by the U.S. Attorney's
23 Office to access records to verify the financial information.

24 d. Notifications and Waivers

25 Defendant agrees to notify the Court and the United States of any material
26 change in Defendant's economic circumstances (e.g., inheritances, monetary gifts,
27 changed employment, or income increases) that might affect Defendant's ability to
28 pay restitution. 18 U.S.C. § 3664(k). Defendant also agrees to notify the United

1 States of any address change within 30 days of that change. 18 U.S.C.
2 § 3612(b)(1)(F). These obligations cease when Defendant's fine and restitution
3 obligations are paid in full.

4 Defendant acknowledges that the Court's decision regarding restitution is
5 final and non-appealable; that is, even if Defendant is unhappy with the amount of
6 restitution ordered by the Court, that will not be a basis for Defendant to withdraw
7 Defendant's guilty plea, withdraw from this Plea Agreement, or appeal
8 Defendant's conviction, sentence, or restitution order.

9 15. Payments While Incarcerated

10 If Defendant lacks the financial resources to pay the monetary obligations
11 imposed by the Court, Defendant agrees to earn money toward these obligations by
12 participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

13 16. Additional Violations of Law Can Void Plea Agreement

14 The United States and Defendant agree that the United States may, at its
15 option and upon written notice to the Defendant, withdraw from this Plea
16 Agreement or modify its sentencing recommendation if, prior to the imposition of
17 sentence, Defendant is charged with or convicted of any criminal offense or tests
18 positive for any controlled substance.

19 17. Waiver of Appeal Rights

20 Defendant understands that Defendant has a limited right to appeal or
21 challenge Defendant's conviction and the sentence imposed by the Court.

22 Defendant expressly waives all of Defendant's rights to appeal Defendant's
23 conviction and the sentence the Court imposes.

24 Defendant expressly waives Defendant's right to appeal any fine, term of
25 supervised release, or restitution order imposed by the Court.

26 Defendant expressly waives the right to file any post-conviction motion
27 attacking Defendant's conviction and sentence, including a motion pursuant to 28
28 U.S.C. § 2255, except one based on ineffective assistance of counsel arising from

1 information not now known by Defendant and which, in the exercise of due
2 diligence, Defendant could not know by the time the Court imposes sentence.

3 Nothing in this Plea Agreement shall preclude the United States from
4 opposing any post-conviction motion for a reduction of sentence or other attack
5 upon the conviction or sentence, including, but not limited to, writ of habeas
6 corpus proceedings brought pursuant to 28 U.S.C. § 2255.

7 18. Withdrawal or Vacatur of Defendant's Plea

8 Should Defendant successfully move to withdraw from this Plea Agreement
9 or should Defendant's conviction be set aside, vacated, reversed, or dismissed
10 under any circumstance, then:

- 11 a. this Plea Agreement shall become null and void;
- 12 b. the United States may prosecute Defendant on all available
13 charges;
- 14 c. The United States may reinstate any counts that have been
15 dismissed, have been superseded by the filing of another
16 charging instrument, or were not charged because of this Plea
17 Agreement; and
- 18 d. the United States may file any new charges that would
19 otherwise be barred by this Plea Agreement.

20 The decision to pursue any or all of these options is solely in the discretion
21 of the United States Attorney's Office.

22 Defendant agrees to waive any objections, motions, and/or defenses
23 Defendant might have to the United States' decisions to seek, reinstate, or reinitiate
24 charges if a count of conviction is withdrawn, set aside, vacated, reversed, or
25 dismissed, including any claim that the United States has violated Double
26 Jeopardy.

27 Defendant agrees not to raise any objections based on the passage of time,
28 including but not limited to, alleged violations of any statutes of limitation or any

1 objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth
2 Amendment.

3 19. Integration Clause

4 The United States and Defendant acknowledge that this document
5 constitutes the entire Plea Agreement between the United States and Defendant,
6 and no other promises, agreements, or conditions exist between the United States
7 and Defendant concerning the resolution of the case.


8 This Plea Agreement is binding only on the United States Attorney's Office
9 for the Eastern District of Washington, and cannot bind other federal, state, or local
10 authorities.

11 The United States and Defendant agree that this Agreement cannot be
12 modified except in a writing that is signed by the United States and Defendant.

13 Approvals and Signatures

14 Agreed and submitted on behalf of the United States Attorney's Office for
15 the Eastern District of Washington.

16 Vanessa R. Waldref
17 United States Attorney

18 
19 _____
20 Christopher J. Bridger
21 Assistant United States Attorney

22
23
24
25
26
27
28
Date

24 Oct 23

1
2
3
4 I have read this Plea Agreement and I have carefully reviewed and discussed
5 every part of this Plea Agreement with my attorney. I understand the terms of this
6 Plea Agreement. I enter into this Plea Agreement knowingly, intelligently, and
7 voluntarily. I have consulted with my attorney about my rights, I understand those
8 rights, and I am satisfied with the representation of my attorney in this case. No
9 other promises or inducements have been made to me, other than those contained
10 in this Plea Agreement. No one has threatened or forced me in any way to enter
11 into this Plea Agreement. I agree to plead guilty because I am guilty.

12
13 
14 Christopher Vaughn Schlax
15 Defendant

10/24/23
Date

16 I have read the Plea Agreement and have discussed the contents of the
17 agreement with my client. The Plea Agreement accurately and completely sets
18 forth the entirety of the agreement between the parties. I concur in my client's
19 decision to plead guilty as set forth in the Plea Agreement. There is no legal
20 reason why the Court should not accept Defendant's guilty plea.

21 
22 Nick Mirr
23 Attorney for Defendant

10/24/23
Date